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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 3 [Pages 37 to 52]. Saturday, January 19, 1935. Published Weekly. Price One Shilling.

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T. HARVATT,
Secretary to the Council.

14th January, 1935.

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The Solicitors' Journal

VOL. LXXIX. **Saturday, January 19, 1935.** No. 3

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Current Topics.

Mr. Justice Bateson.

MR. JUSTICE BATESON, whose death occurred at his home in London last Friday week, will be mourned by the entire legal profession, and particularly by those whose duties brought them into touch with him. "Here let me say in the name of all His Majesty's judges, and not the least of those who have the good fortune to be Masters of the Bench of the Inner Temple, that we mourn the loss of a wise judge, a dear colleague, and a beloved friend," were the words of the Lord Chief Justice on taking his seat in court last Monday. In the course of a tribute paid to the memory of the late judge on the same day, the President of the Probate, Divorce and Admiralty Division, who was accompanied on the Bench by LANGTON, J., said, "Of his work as a judge I need say no more than this, that if complete mastery of his subject, a robust mind, human sympathy and unvarying patience are not the least of judicial qualities, his reputation is safe." Sir NORMAN RAEBURN, K.C., intimated that both counsel and solicitors who practise in that Division would like to be associated with the words of the learned President. "The late judge," he said, "was a personal friend of many of us, and he was loved by all." At the meeting of the Bar Council last Wednesday, the Attorney-General, who presided, referred to the many tributes which had been paid, and said that he would content himself with one observation—if any member of the Bar desired a model on which to base himself, Mr. Justice BATESON, when he was at the Bar, and afterwards when he was a judge, was surely a perfect example. The late judge, who was born in 1866 and educated at Rugby and Trinity College, Oxford, was called to the Bar in 1891 by the Inner Temple. He soon obtained a large practice, notably in shipping cases. He took silk in 1910 and became one of the leading practitioners of the Admiralty Bar, appearing frequently before the House of Lords and the Judicial Committee of the Privy Council. He became a bencher of his Inn in 1920. In 1925 he was nominated by Lord CAVE, then Lord Chancellor, to the additional judgeship in the Probate, Divorce and Admiralty Division. His judgments were admirably clear and seldom reversed. He was most at home in the Admiralty side of the Division, but handled well the less congenial work in the Divorce side. He showed great personal kindness and consideration to those who appeared before him in distressing circumstances, and in handling such cases kept the matter strictly within the scope of the issue involved, avoiding all sociological irrelevancies. We may well conclude this note with a passage from *The Times*' obituary notice: "The premature close of his judicial career must be regarded as a serious public loss, for during the nine years and more that he had sat in the Probate, Divorce and Admiralty Division, he had won high approbation for capacity in the dispatch of his work, and for his courtesy to all who practised before him."

Law Reform in France.

COINCIDENTLY with the fresh efforts now being made to make the operation of our English law and procedure more effective and more concordant with modern notions on those subjects which have still clinging to them a flavour of a remote antiquity, comes the announcement that France is also taking steps to put its judicial system on a better footing. Such periodical renovations seem to be necessary in all countries, for, as in the case of other institutions of man's devising, experience teaches the need of amendment in this or in that matter. In France, whether owing to the discussion that went on here as to the independence of the judges being imperilled by the cut in their salaries some time ago—a view which found no support from Professor BERRIEDALE KEITH who, in his edition of RIDGES' "Constitutional Law of England," declared that "it was absurd to suggest that judges could be affected injuriously by sharing a common sacrifice"—or whether on general grounds, one of the objects of the measures to be submitted to the Chamber is to render the judges completely independent. One of the most efficient safeguards of liberty is the absolute independence of the judicial Bench, and if that is to be more effectively achieved by the proposals of the Minister of Justice it should be heartily welcomed. What looks odd about the proposal, however, is that this is to be accompanied by the appointment of an Inspector-General of the judicial Bench. The term "Inspector" usually connotes something in the nature of extreme, nay, suspicious, watchfulness, but it would appear that the functions of this official are in the main to assist the Minister of Justice in regard to judicial appointments. For each vacant judgeship three candidates are to be nominated for submission to the Minister of Justice, while the powers of the latter in disciplinary matters are to be delegated to the Inspector-General, who, with the aid of two colleagues, will control the function of the entire judicial service. A further, and even more important, recommendation is that which relates to the acceleration of the procedure in criminal trials—a very laudable project, but it has ever to be borne in mind that mere speed does not necessarily denote efficient work. But we in this country struggling ever to improve our legal system will watch with sympathetic interest the projects of our neighbours across the channel, and indeed wish them every success in their endeavour to bring the working of their legal machine nearer and nearer to perfection.

The Housing Bill.

THE new Housing Bill which will shortly be presented to Parliament, and, if successfully passed, will be known as the Housing Act, 1935, was greeted by the press as the principal item of news on Thursday—its contents being fully indicated by *The Times* of that day. It is not proposed to duplicate the information there given; the space at our disposal will be better utilised by setting out the general scheme and arrangement of the Bill. The eighty-five sections are divided into six parts, and there are seven schedules. Part I, ss. 1 to 21, is concerned with the abatement of overcrowding, and the redevelopment of areas in large towns, that is to say, London, county boroughs and non-county boroughs and urban districts having a population at the last published census of 50,000 or more. Overcrowding is defined by s. 2 and the First Schedule, and a duty to inspect and submit proposals is contained in s. 1. Section 19 extends the powers of local authorities to acquire houses and other buildings for housing purposes, while the two sections following relate respectively to the local authorities for the purposes of this part of the Act, and to the borrowing power (see Housing Act, 1925, s. 84). Part II, ss. 22-27, would set up a Central Housing Advisory Committee, and contains provisions relating to housing associations. Part III, ss. 28-47, comprises financial provisions, which cover, *inter alia*, Exchequer and local authorities' contributions and the consolidation of housing accounts. Sections 48-50, which make up Part IV, effect a unification of conditions regarding local authorities' houses, while Part V, ss. 51-53, deals with reconditioning and redevelopment by the owners themselves. The remaining sections are of a miscellaneous and general character, and deal with the removal of obstructive buildings, amendments relating to clearance areas and of former enactments, etc. The contents of the First Schedule have already been indicated. The Second Schedule contains provisions with regard to the compulsory purchase of land for redevelopment. In this connection it may be noted that ss. 77-85 of the Railways Clauses Consolidation Act, 1845, are incorporated as originally enacted and not as modified by s. 15 of the Mines (Working Facilities and Support) Act, 1923. The Third Schedule sets out the scheme for computing Exchequer contributions towards the provision of flats on sites of high value, etc. The Fourth Schedule, divided into four parts, also deals with various financial provisions, while the remaining schedules are concerned with modifications of the existing law, repeals, etc. It will be necessary to make further reference to this important Bill in the future, but it is thought that the foregoing brief indications of its contents made at the earliest possible time may be of service.

The Annual Meeting of the Bar.

THE annual general meeting of the Bar was held in the Inner Temple Hall last Wednesday. Among the matters referred to by Sir THOMAS INSKIP, K.C., who presided, were the discussions which have taken place during the past year concerning the arrangement of the work of the courts. With regard to the Bar Council's suggestion, mentioned in this column in our last issue, that three new Lords Justices should be appointed to deal with the increased volume of work falling upon the Court of Appeal as the result of recent changes, the Attorney-General said that it would not be proper for him to express any opinion as to whether that view ought to be given effect to, because that was one of the matters which, no doubt, the Royal Commission which had been recently appointed would take into consideration. He (Sir THOMAS) would only say that, from what he had gathered, the opinion of the Bar Council, as expressed, had a good deal of foundation, and the appeals which had gone from the county court direct to the Court of Appeal would require to have some special provision for hearing them if there was not to be a list of arrears. In reference to the business of the courts the Attorney-General expressed the hope that something would result from all that had taken place during the last two years, and that when cases were expected to be heard on a particular day or during a particular week they would then be heard, and that there would not be long postponements which militated so much against the administration of real justice and imposed such hardships on litigants. He intimated that the appointment of two additional judges was a step in the right direction, although only time and experience would show whether that expedient would fully achieve the desired improvement. The Annual Statement of the General Council of the Bar for 1934, dealt with in our last issue on pp. 18 and 19, was adopted on the motion of Sir HERBERT CUNLIFFE, K.C., the chairman of the Council.

Causes of Road Accidents.

WE have already alluded to the scheme under which chief constables are, with the approval of the Home Office, to furnish particulars to the Ministry of Transport of the fatal motor accidents occurring in their respective areas. Details of the searching inquiries which are now to be made to discover the exact circumstances associated with every fatal accident were disclosed recently, when it was officially stated—to use the words of *The Times*—"that the object was to obtain information which would enable an intensified campaign to be actively directed towards the removal of the causes of accidents, and would form the basis of further safety measures to be progressively undertaken." Among the particulars to be furnished by the chief constable in their reports will be the time, place and nature of the accident, the type of vehicle involved, and the age and sex of the driver. The victims will be classified, and in the case of pedestrians their movements immediately prior to the accident will be described. The causes to which accidents are attributed, including the conduct of drivers, cyclists and pedestrians and other factors, will figure in the reports, and the existence of a speed limit or the occurrence of the accident on or near a pedestrian crossing place will be indicated. The horse-power and year of manufacture will be furnished in the case of private cars, and failure to slow down when the direction to be taken demands it will also be recorded. Details of the hours of driving will be required when a driver is reported to have been fatigued. Inquiry will also be made into the possible bearing of headlight dazzle, mechanical faults—such as defective brakes, worn tyres and questionable constructional features—and defects in road lay-out upon the occurrence of the accident. The unreliability of insufficiently detailed statistics was mentioned in this column in last week's issue. It would appear that the Minister of Transport is alive to the numerous causes which may lead to a fatality on the roads and the necessity of making the inquiry as searching as possible if useful results are to be obtained. The more important facts disclosed by the investigation of these reports will be made public from time to time.

Recent Road Law Announcements.

IT was announced last Saturday (12th January) that the thirty miles an hour speed limit for motor-cars in built-up areas will be brought into force on 18th March. It was also announced that the system of pedestrian crossing places is to be extended throughout the country. All crossings will now have to be marked with beacons and studs in accordance with the regulations now relating to London. Experiments with other ways of marking crossings may, however, still be made with the express concurrence of the Minister of Transport, who, it is intimated, will be prepared to authorise experiments on suitable lines. Meanwhile the interpretation of some of the existing regulations, particularly what is meant by the "free and uninterrupted passage," which the motorist is bound to afford the pedestrian in certain circumstances, does not, as a number of recent police court cases indicates, appear to be free from difficulty.

Increase in Motor Traffic.

ONE of the extraordinary features of the traffic problem at the present moment is the rate at which the number of motor vehicles on the roads continues to increase. According to Ministry of Transport figures recently issued, the total number of motor vehicles, excluding tramcars and vehicles requiring trade licences, was 2,116,582 during the year ended 30th November, 1934, as against 2,013,817 in the previous year. The total number of mechanically-propelled vehicles registered for the first time in November, 1934, was 27,740, as against 23,815 in November, 1933. The increase is made up of a rise of 2,878 in cars taxed on horse power, 248 in cycles, 175 in hackney vehicles, 543 in goods vehicles and eighty-one in other vehicles. The gross amount received in payments for licences issued during the year ended 30th November, 1934, was £32,587,589, being £3,386,456 more than in the previous year. The figures seem to show that where the pedestrian is not being gradually eliminated, he is being enrolled into the ranks of the motorist. This is all to the good, as it enables more people to see both points of view, but it makes the need for complete re-organisation and re-surfacing of the roads increasingly urgent as time goes on.

Central Criminal Court: January Sessions.

ON the day preceding the opening last Wednesday of the January Sessions of the Central Criminal Court there were eighty-six persons awaiting trial or sentence. The calendar included two murder charges, two of attempted murder, two of manslaughter, two of robbery with violence, two of wounding, eight of bigamy, three of libel, three of fraudulent conversion, two of false pretences, one of forgery, three of conspiracy to defraud and one of coining. There was also an offence under the Bankruptcy Acts, four Post Office charges and a number of cases of breaking and entering. A clerk of Woolwich Arsenal is charged with having obtained and communicated "for a purpose prejudicial to the safety or interests of the State, certain sketches, documents, and information calculated to be useful to an enemy."

Agricultural Customs: An Important Decision.

THE judgment of PORTER, J., in *Lord Deramore* v. *Hobson*, delivered on the first day of term, is of more than usual importance, and may affect the drafting of a very large number of agricultural leases in future. The case was tried before his lordship at Leeds Assizes, where the hearing occupied eight days—judgment then being reserved to be delivered in London. The lengthy and detailed judgment, which occupied about three-quarters of an hour in the reading, was, we believe, the first reserved judgment the learned judge has delivered; and there was universal recognition of the pains-taking care with which it was prepared. Broadly, the issues were whether an agricultural tenant who had departed from the system of rotation of crops customary in the district, and thereby had enabled a troublesome parasite known as the "eelworm" to establish itself more firmly in the soil, was liable for deterioration of letting value and if so to what extent. The issue was to some extent complicated by the provision of the Agricultural Holdings Act, 1923, which allows departure from custom provided an equivalent manurial value is returned to the soil. The case to be properly understood needs to be reviewed fully and we hope shortly to publish an article dealing with the whole subject.

Unpaid 'Bus Fare.

THE incidents which, as reported in *The Times* of 12th January, took place recently at the Mansion House Justice Room, when an accused was summoned "for that, on November 28, she did not, before leaving an omnibus on which she was a passenger, declare the journey she had taken, and pay the conductor for the whole of such journey and accept a ticket therefor," form an interesting commentary upon the matters considered in our last issue under the heading "Unpaid Tram Fare." The proceedings in the present case were taken under the regulations mentioned in connection with the second case referred to in our former topic. There, it may be remembered, a prosecution succeeded, the nearest approach to a demand for the fare being the shouting of "All Fares, Please" several times by the conductor on his rounds. In the first case there mentioned a rule requiring payment even when no demand had been made was held to be *ultra vires*. An appeal from that decision has—as was indicated—been made. In the present case at the Mansion House the solicitor appearing for the defendant said that he was prepared to plead "guilty" on her behalf. He certainly thought he had a good defence but was given to understand that, should he succeed in that court, the London Passenger Transport Board proposed to take the matter to the House of Lords. Discretion being the better part of valour, he had advised his client to plead "guilty." The Lord Mayor said that the plea placed him in something of a difficulty. "I think," he said, "this is a matter which should be further considered by the Transport Board as to whether in their view the regulations as they stand are *intra vires* or not. This is a very important question and ought not, in my opinion, to be dealt with on a mere plea." The hearing was adjourned to enable the parties concerned to think the matter over.

Compulsory Land Registration.

THE Land Transfer Committee over which Lord TOMLIN presided recommends in a report issued recently the compulsory registration of title to freehold and leasehold land on sale in Middlesex. This would be effected by an Order in Council. It is pointed out that a larger proportion of land in Middlesex is now registered at the Land Registry as the result of applications for voluntary registrations than is the case with any other county in which registration is not compulsory on sale. The number of additional staff required to take over Middlesex is estimated at 102, at an annual cost of £35,000 to £40,000, to be covered by the additional fees.

Recent Decisions.

AMONG recent decisions, that in *Re Solicitors: Re Taxation of Costs*, reported at p. 49 of this issue, is of particular interest to solicitors handling patent matters. The contention that a custom existed whereby the patent agents were the only persons who were in a contractual relationship with the solicitors was negatived. It was alleged that such custom excluded the lay client altogether and rendered the patent agents the only persons liable to pay the bill, and therefore the only persons entitled to have it taxed. The bill had in fact been addressed to them and to the lay clients "who," in the words of CHARLES, J., "were therefore chargeable, and consequently had the right, just as much as had the patent agents, to tax the bill so drawn up and made out." An appeal from an order made by ROCHE, J., dismissing an appeal from an order of the Master directing a taxation of the bill of costs was therefore dismissed by a Divisional Court (CHARLES and MACNAGHTEN, JJ.).

The decision in *Browning* (*Inspector of Taxes*) v. *Duckworth*, reported at p. 49 of this issue, turned on the construction of r. 16 of the General Rules applicable to all schedules of the Income Tax Act, 1918. It was held that the first proviso to the rule just mentioned—which directs that the profits of a married woman living with her husband shall be deemed to be the profits of the husband and assessed accordingly—applied to interest on War Loan belonging to a wife resident in England whose husband was not so resident. FINLAY, J., accepted the latter and intimated that he was bound by the former finding. The decision of the Special Commissioners that the respondent was not assessable in respect of the said interest was upheld by FINLAY, J., but with reluctance, as, his Lordship intimated, there was "no satisfaction in deciding that the machinery failed."

Affiliation Orders and Paternity.

CONSIDERABLE public interest has been evinced in the case of the young man, Mr. John James Smith, who went to prison nineteen times rather than pay 10s. a week under an affiliation order in respect of a child of which he had emphatically denied paternity. Under the order, obtained from the Chatham justices in July, 1931, he was adjudged to be the putative father of an illegitimate child and was ordered to pay 10s. a week. Subsequently, in February, 1934, the mother of the child was convicted at Maidstone Assizes of perjury on the ground that when before the justices in the affiliation proceedings in July, 1931, she falsely swore that she had not been out with a certain man since May, 1930. She was sentenced to six weeks' imprisonment. Following that conviction Smith applied to the justices for the revocation of that part of the order requiring him to pay the 10s. a week. Section 30 (3) of the Criminal Justice Administration Act, 1914, provides that: "Any order made either before or after the commencement of this Act by a court of summary jurisdiction for the periodical payment of money may, upon cause being shown upon fresh evidence to the satisfaction of the court, be revoked, revived, or varied by a subsequent order." Smith's contention was that the evidence that Miss Batchelor, the mother of the child, had committed perjury was "fresh evidence" within the above sub-section on which the justices might revoke the order as to payment. The justices took that view and revoked the order for payment. Against that decision Miss Batchelor appealed to the Divisional Court (Lord Hewart, C.J., Avory and Swift, JJ.), who, in dismissing the appeal on the 11th January last, said that the case was a perfectly clear one, and held that the conviction of perjury was fresh evidence entitling the justices to take the course they did. What amounts to fresh evidence is dealt with by Lord Hanworth, M.R., in *Rex* v. *Copestake* [1927] 1 K.B. 468, where he said at p. 474: "I will say a word upon the subject of fresh evidence. In *Timmins* v. *Timmins* [1919] P., at p. 80, Hill, J., founding himself on *Johnson* v. *Johnson* [1900] P. 19, said that this term fresh evidence 'means evidence of something which has happened since the former hearing or has come to the knowledge of the party applying since the hearing, and could not by reasonable means have come to his knowledge before that time.'" Further, that evidence must be of such a character that not merely is it relevant but of such importance that it would have affected the judgment of the tribunal if it had been before them at the original hearing of the case.

The above case of *Rex* v. *Copestake* is also the most recent authority on an aspect of this matter which it is difficult to believe has continued so long unremedied, namely, the impossibility of obtaining a revocation of a paternity order. The headnote of that case states that s. 30 (3) of the Criminal Justice Administration Act, 1914, while giving a court of summary jurisdiction power to revoke or vary a bastardy order so far as it related to periodical payments, "conferred no jurisdiction on that court to revoke the order so far as it contained an adjudication of paternity." Such is the position in law still, a position which, to quote the words used in an article on this subject in 78 SOL. J. 72, "is extremely unsatisfactory to the putative father, for if the evidence is of such a nature that the order for payment would be revoked, it is more than probable that the decision as to paternity would have been reversed as well." Of that there is indeed little doubt, and it is high time that a situation which is almost Gilbertian should be rectified without further delay. Here we have a young man who is still in law the putative father of an illegitimate child, but who is no longer required to contribute towards its maintenance because he has produced fresh evidence which the justices considered justified the revocation of the order for payment. The inference seems at least very strong that had they had power they would also have revoked the paternity part of the order. There is obviously a glaring omission in the statutory provisions relating to appeals in affiliation cases, an omission from which very grave injustice may well arise, and is it too much to hope that someone in authority may in the very near future see fit to fill the gap, perhaps, as we suggested in an earlier article, simply by removing by amendment the words "for the periodical payment of money" from s. 30 (3) of the Criminal Justice Administration Act, 1914?

A Strike in Soviet Russia.

ITS LEGAL ASPECT AND CONSEQUENCES.

IN *Seeberg Brothers* v. *Russian Wood Agency Limited* (78 SOL. J. 915), MacKinnon, J., had to decide whether, under the present constitution of Russia, there could be a strike, and also the further question of the duty of a charterer to provide a cargo when a strike made this difficult. The plaintiffs were Latvian shipowners and their ship was chartered to go to Leningrad and load timber from the defendants, who were the agents of the charterers. The charter-party was in the Baltwood form, and provided for the rate of loading and for the rate of demurrage. The plaintiffs were also given a lien on the cargo for demurrage. In addition, the charter-party contained the following clause, upon which the defendants relied:—

> 9 (A). If the cargo cannot be loaded and/or discharged by reason of a strike or lock out of any class of workmen essential to the loading and/or discharge of the cargo . . . the time for loading and/or discharging shall not count during the continuance of such strike or lock out . . . (a strike or lock out of the shipper's and/or consignee's men only shall not exonerate them from any demurrage for which they may be liable under this charter if by the use of reasonable diligence they could have obtained other suitable labour) . . .

The ship arrived at Leningrad on 17th July, 1933, and gave notice of readiness to the charterers. They contended that the loading time began at 8 a.m. on 19th July, and expired at 2 p.m. on 2nd August. The defendants alleged that a strike of stevedores and other dock workers broke out on 5th July and continued until 14th September, that during that period it was impossible to get any labour for loading the ship, and that therefore the time for loading did not begin to run until 14th September. In fact, the loading was not completed until 26th September. To prevent the plaintiffs enforcing their lien and so delaying the cargo, the defendants deposited the sum claimed with the dock authority as provided by s. 495 of the Merchant Shipping Act, 1894.

The strike was organised, it appears, in sympathy with workmen in Latvia, ships of other nationalities being unloaded, but no Latvian ships manned by Latvian crews. The plaintiffs contended that the strike was really a political boycott and not a strike at all. Exportles, the charterers, was, they alleged, a department of the Russian Government and could have easily obtained other suitable labour, the State and not Exportles being the supplier of labour at Leningrad. Instead, the State forbade the loading of Latvian ships and thus, it was said, put Exportles in the position of a charterer refusing to load. Soviet law, it appeared, gave a right to strike only against the very few remaining private employers of labour. A strike against a State department was a strike by the workmen against the State, which was identical with themselves. It would also be a criminal offence, being something done to "disturb the regular activities of the organs of administration of the people's economy." The plaintiffs also alleged that, if men refused to work, the Government could enforce conscription of labour. The defendants called further evidence as to Soviet law and the legal constitution of Exportles.

They also called evidence showing that no further labour was obtainable.

On the question of providing alternative labour it was argued that the onus lay upon the defendants of proving that the delay in loading was excusable. *Dampskibselskabet Danmark* v. *Christian Poulsen & Co.* [1913] Sess. Cas. 1049, was cited. In that case there was a similar clause in the charter-party, though drawn in wider language, exempting the charterers in the event of a strike. Owing to delay caused by a coal strike the coal was not available in time to load the ship during the loading time. Lord Dundas held that the charterers must prove not only that the delay was due to an exempted cause, but that they had taken all reasonable steps to prevent it. He referred to a dictum of Lord Blackburn in *Postlethwaite* v. *Freeland*, 5 App. Cas. 599, at p. 620, where he likened the obtaining lighters or other customary appliances for the discharge of the ship to the procuring a cargo for loading her, which was, he said, a matter which fell entirely on the merchant, so that he might choose his own mode of fulfilling it. If the analogy were correct he was not, he said, prepared to say that the merchant ought not to be held to undertake, without qualification, to provide those appliances. *Bulman & Dickson* v. *Fenwick & Co.* [1894] 1 Q.B. 179, was also cited. In that case Lord Esher, M.R., said, at p. 185 :—

> ". . . a strike would in itself not be sufficient to exonerate the charterers from doing the best they could to accept delivery, and would not entitle them to fold their arms and do nothing. If, notwithstanding the strike, they could by reasonable exertion have taken delivery of the cargo within the proper time, the strike would not have afforded them any defence."

The plaintiffs also cited *Burnett Steamship Co.* v. *Danube & Black Sea Shipping Agencies* [1933] 2 K.B 438, where Greer, L.J., at p. 450, said that the burden lay on the charterer to excuse himself. It is moreover to be observed that in the case under review there was an express provision as to the charterers' duty to find other labour where the strike was one of their own men only.

Against this it was said that the duty did not arise, because, apart from the availability of labour, the strike was not one of their men only, but one of the men employed by the State in other respects as well.

The learned judge came to the conclusion on the evidence before him, though he had a suspicion that Exportles could have procured suitable labour had they wished, that there was a strike of essential men within the meaning of the exemption, and that Exportles could not put an end to it. Exportles was no doubt one aspect of the Russian Government's activities, but it did not supply its own labour. That was supplied by the State. He therefore took the view that this could not be said to be a case of workmen striking against themselves, and gave judgment for the defendants.

The nature of the strike had to be determined by evidence of Russian internal organisation. The question of a strike in Soviet Russia does not seem to have been previously considered in our courts. A strike has been defined by Sankey, J., in *Williams* v. *Naamlooze, etc.* (1915), 21 Com. Cas., at p. 257, as "a general concerted refusal by workmen to work in consequence of an alleged grievance." In *Richardson* v. *Samuel* [1898] 1 Q.B. 261, an exception of strikes and lock-outs was held not to cover dismissals of men to save expense, but to apply to labour disputes and refusals to work or to allow men to work which result therefrom and which are forced on masters or men *invitos* by the conduct of the other party to the dispute. This strike was, it is true, forced upon Exportles by the men refusing, at the instigation of the State, to load Latvian ships, but there seems to have been no trade dispute of any kind. It is also difficult to see, if the Soviet State is really, as it was expressed to be in the Constitution of July, 1918, a "dictatorship of urban and rural workers, combined with the poorer peasantry," how Exportles can have any separate legal existence from the workers, even though it be the recognised organ of the Soviet Government for exporting timber. It would seem to be merely a department of the State. The truth probably is that the organisation of such a State does not fit very comfortably into a legal system like our own, and so can only be dealt with on English legal principles by taking a not too critical view of its working.

Local Authorities and Roadside Verges.

At the present time a considerable amount of trouble is arising between local authorities and owners and occupiers of land on either side with regard to public rights over grass margins lying between fences and the metalled part of the roadway. The real cause of most of these troubles lies in the anxiety of local highway authorities to secure control of these grass margins as a means of enlarging highway width whenever possible. The theme of contention of course centres in the one question which is material in every case, namely, what, if any, rights the local authority have in these grass margins.

There is a presumption of law that a highway for public purposes extends from hedge to hedge, but this is merely a presumption and may be rebutted or confirmed by evidence on both sides. This presumption was clearly stated by Martin, B., in *R.* v. *United Kingdom Electric Telegraph Company* (1862), 31 L.M., M.C. 166, in these terms : "In the case of an ordinary highway, although it may be of a varying and unequal width, running between fences one on each side, the right of passage or way *primâ facie* and unless there be evidence to the contrary extends to the whole space between the fences and the public are entitled to the use of the entire of it as a highway and are not confined to the part which may be metalled or kept in order for the more convenient use of carriages and foot passengers." But this presumption has been debated in many subsequent cases and an inroad into its virtue was made in *Neeld* v. *Hendon Urban District Council* (1899), 63 J.P. 724, by Channell, J., who held that the first question to consider was whether there was a substantial piece of waste ground, and the next question was whether the fences on either side were originally put up with reference to the highway, or whether they were put up for any other reason. His view was that before entertaining any presumption we must first consider whether the fences were intended to be boundaries of the high road or whether they were simply boundaries separating the enclosed land from the waste.

This view was dealt with by Warrington, J., in *Offin* v. *Rochford Rural District Council* [1906] 1 Ch. 342, the headnote to which case reads as follows : "Fences by the side of the highway are, *primâ facie*, the boundaries of the highway so as to raise a presumption that the public right-of-way extends over the whole space of ground between the fences, but the mere existence of fences on either side of the highway is not conclusive. In order to raise the presumption it must be proved that there is nothing to show that they were not put up as boundaries of the highway." In that case the whole of the previous authorities were reviewed, and Warrington, J., held upon the facts of the case that in the absence of anything to show the contrary it must be assumed from the nature and position of the fence surrounding the land in question (a triangular piece between the fence and the highway) that it had been put up as a boundary of the highway and so it followed that the land formed part of the highway. The adjoining owner's contention that it was his land therefore was not sustained. But, apart from that, two other interesting legal points arose. The plaintiff had erected a fence round the piece of land. The local authority pulled down the fence and afterwards wrote a letter asserting their claim to the land. More than six months after this letter the plaintiff

brought an action against them for a declaration that the land belonged to him and an injunction to restrain them from trespassing on it. By his statement of claim he alleged that the defendants had pulled down his fence; that they claimed that the land formed part of the highway, and that this claim prevented him from selling the land. As to these contentions, Warrington, J., held that the assertion of the defendants' claim to the land gave the plaintiff no cause of action, and, therefore, that he could not take advantage of the power given to the court by the Rules of the Supreme Court, Ord.XXV, r. 5, to make a merely declaratory judgment; that the only act of the defendants which gave him any cause of action was the pulling down of the fence; that the Public Authorities Protection Act, 1893, applied; and inasmuch as the action had been brought out of time it must be dismissed with costs as between solicitor and client, the Act giving the court no discretion to the contrary in the matter of costs.

The question remains, therefore, what evidence is required to *raise* the presumption and what evidence will avail to *rebut* it, since the mere existence of fences without some evidence to support the suggestion that they are intended to delineate the highway will not suffice to set up the presumption. In *Offin* v. *Rochford R.D.C.*, *supra*, the court (Warrington, J.) found upon the facts relating to the configuration of the land that it was originally made as the boundary of the highway; and in arriving at that conclusion the learned judge drew attention to the observations of the Lord Chief Justice, who presided in the Court of Appeal which reviewed *Neeld's Case* :—

> " I confess that I think there is a great deal to be said in support of the remarks of Channell, J., upon that case and the other cases cited to him. It seems to me very difficult to give assent to such a general proposition as this, that under all conditions where you find a metalled road bordered by unmetalled margins and beyond the margins by hedges, there is an invariable presumption that all the space between the hedges is highway. The question whether such a space is all highway would depend, to a great extent, I think, on many other circumstances, such, for instance, as the nature of the district through which the road passes, the width of the margins, the regularity of the line of the hedges, and the levels of the land adjoining the road. These are all circumstances which should be taken into account before any presumption of law can arise as to the width of the highway."

His lordship further quoted from the judgment of Vaughan Williams, L.J., who drew attention to another aspect of the matter :—

> " I wish to add one word with regard to the applicability of the presumption to a case where a road goes across the unenclosed waste of a manor. In that case there is another obvious reason for which fences may be put up, namely to separate the adjoining closes from the waste. I therefore doubt if any presumption can be said to arise in the case of a road going across the unenclosed waste of a manor."

So it is clear that the principles laid down by Channell, J., as to approaching the subject of presumption are well-established and must be applied in every case. A long series of decisions have been given since those principles were enumerated, and every one of them has proceeded on similar lines.

University of London Law Society.

The University of London Law Society had a debate on Tuesday, 15th January, on the subject: " That too much importance is attached to sexual problems." The motion was lost by eight votes to sixteen. Mr. M. O'C. Stranders, LL.B., the President, was in the chair.

Among those who spoke were, Messrs. Besley, Levy, Goodman, Croft, Wylie. J. Wood, Flood, Furtardo and Formosa.

Company Law and Practice.

Borrowing Powers of a Company.

Recently I had to consider the broad question of the powers of a company incorporated under the Companies Act, 1929, to borrow and give security to the lenders. With the continuing improvement in trading conditions and the increased spending of money, this seems to be a matter with which practitioners should be familiar. To a large number of them, no doubt, what I have to say is common knowledge, but I think nevertheless that to recapitulate the position may be useful.

I have purposely referred to companies incorporated under the 1929 Act, as it is those that possess the most importance for our purposes. First of all, we must observe that a trading company under this Act has implied power to borrow and give security, and this is so even where neither its memorandum nor articles expressly confer upon it that power. That is the effect of the decision in *General Auction Estate and Monetary Company* v. *Smith* [1891] 3 Ch. 432. The company in that case was established under the Companies Act, 1862, for the purpose of the sale and purchase of estates and property, the granting of advances on property intended for sale, loans on deposit of securities, and the discounting of approved commercial bills; but its memorandum and articles gave it no express power to borrow money. In his judgment, which well repays careful study, Stirling, J., reviewed the principal authorities on the point. At p. 436 his Lordship stated: " . . . First of all, it was said that the plaintiff company had no power to borrow at all; and to this it was answered that the company was a trading company, and that a power of borrowing was a necessary incident to the constitution of such a company. In my opinion, the company is a trading company. If there was nothing else, the fact that the objects of the company include the discounting of approved commercial bills, and the fact that the company did carry on that species of business, prove it to be such. The question then is whether a trading company has power to borrow, there being no express authority for the purpose to be found in the memorandum or articles of association." In deciding that the plaintiff company had this power, Stirling, J., relied upon the two cases of *Australian Auxiliary Steam Clipper Company* v. *Mounsey*, 4 K. & J. 733, and *Bryon* v. *Metropolitan Saloon Omnibus Company*, 3 De G. & J. 123; the objects clause in the memorandum of *Australian Auxiliary Steam Clipper Company* v. *Mounsey* was " to purchase a number of vessels, and to run them between England and Australia, or between any other countries or places that may be deemed desirable, or to let out the same for hire, and generally to transact the business of shipowners," and that of *Bryon* v. *Metropolitan Saloon Omnibus Company* was " the conveyance of passengers and luggage by the patent saloon omnibus between such places as the company may from time to time determine, and the doing all such other things as are incidental or conducive to the attainment of the above object." Both were held to be trading companies and therefore to have an implied power to borrow. The question whether a company is or is not a " trading company " is, of course, one of fact; and in its case the power is implied as it is " incident to the course and conduct of the business."

Apart from " trading companies," in deciding whether a company incorporated under the 1929 Act can borrow money and give security therefor, the first thing is to look at its memorandum of association and consider whether upon its true construction, including that of the " incidental and conducive " clause, its defined objects include mortgaging. The memorandum of the Patent File Company, in the case of *In re Patent File Company : ex parte Birmingham Banking Company*, L.R. 6 Ch. 83, stated its objects to be the manufacturing and selling of files and steel and the doing all such other things (including the acquiring and " disposing of "

lands and buildings) as were incidental or conducive to the attainment of those objects. Sir W. M. James, L.J., said at p. 86 : " The company is a body corporate, and by the law of England a body corporate can hold property and dispose of it as freely as an individual, unless it is expressly prohibited from so doing. In the memorandum and articles of this company I can find nothing to prevent the company *quâ* company from pledging part of its property for payment of a debt incurred in the course of its business " (as the company had done). " It is equally plain that, under these articles, the directors can do anything which the company could do, unless it is an act which they are specially prohibited from doing. I can find nothing in the memorandum or articles to prevent the directors from making the best terms they can with a creditor of the company by selling or pledging part of the property of the company. No doubt, a disposition of the property by the directors might be void in equity if it were contrary to the objects of the company ; the directors would then be restrained from doing the act, as being an abuse of their fiduciary position." This is a decision on the point of a company's power to give security for debt rather than to borrow ; but the words of the learned Lord Justice are not undeserving of our attention.

There is authority for the proposition that the principles which govern a company incorporated by Special Act of Parliament are applicable, *mutatis mutandis*, to companies incorporated under the 1929 Act ; this authority is found in the words of Lord Blackburn in the case of *Baroness Wenlock and Others* v. *The River Dee Company*, 10 A.C. 354, at p. 360, where the noble and learned Lord said that he thought the law laid down in *Ashbury Railway Carriage & Iron Company Limited* v. *Riche*, L.R. 7 H.L. 653, applies to all companies created by any statute for a particular purpose. The judgments of the Court of Appeal in *Baroness Wenlock and Others* v. *The River Dee Company*, 36 Ch.D. 675, are extremely lucid, and for that reason I propose to consider them for some moments. The facts in the case are involved, and it is not necessary for our purposes to detail them ; it is the statements of the law which are useful for us. The opinion of Lord Esher, M.R., is this ; when you have to consider the borrowing powers of a corporation which has been formed by statute or otherwise, the matter depends entirely upon what is the construction of the statute or document, and you have to see whether there is power given to the company either expressly or by reasonable implication. If a company or corporation is formed for the purpose of a particular undertaking, which undertaking it is obvious cannot be carried out without the expenditure of money, and if by the statute or document no means are given to the company which will give them money in hand, or will give them express power to raise money, a reasonable implication would necessarily arise that they must have power to borrow, because otherwise the statute which created them is a futile document ; it would pretend to give them powers to do things, but would give them no means of doing those things. If such a power were inferred in this manner, there appears nothing to limit it. It must have been the same as a power to an individual, or at all events it must have gone to the full extent of what could have been reasonably necessary for the purpose of carrying on the undertaking. But where in the statute or other document which forms the company, you find that means are put into the hands of the company—that is, either by raising capital or by calling up more capital, or by a limited power of borrowing, or by any other way, as by a power to sell lands—which may be within reason sufficient for the purpose of enabling them to carry on the undertaking, then it would seem that no court can measure whether those means will in the event be absolutely sufficient or not. Those means being put in their hands, you cannot infer that they have at the same time the power to borrow.

Cotton, L.J., expresses himself to similar effect : " I think one ought to look to the objects for which the corporation is incorporated and see whether from implication there is any power given to the corporation for the purpose of borrowing money, and one also ought to look to see whether the Act of incorporation is such that one can infer from it that it was intended to give to the creature of the statute power to borrow, which power no doubt an individual has if anybody will lend to him. But the question whether the creature of a statute has that power must depend on what is the fair construction of the Act of Parliament incorporating it, and on what are there intended, so far as we can see, to be the powers which the corporation shall by express or implied enactment have."

In conclusion, the right test of construction is laid down by Lord Selborne, L.C., in *Blackburn Building Society* v. *Cunliffe, Brooks & Co.*, 22 Ch.D. 61, at p. 70, in a passage which was relied upon by Bowen, L.J., in *Baroness Wenlock* v. *The River Dee Company, supra* : " There is also no doubt, that where there is not an express prohibition against borrowing in a case of a company or a society constituted for special purposes, no borrowing can be permitted without express authority, unless it be properly incident to the course and conduct of the business for its proper purposes."

A Conveyancer's Diary.

Searches.

One of the questions of great practical importance to the conveyancer is that of what searches ought to be made and where and how they should be made.

I propose to consider that subject this week.

First of all, I may deal with searches to be made in respect of land which is registered under the L.R.A.

Recently the practice of allowing searches to be made personally has been abandoned. I may refer the reader in that connection to the article which appeared in vol. 78, Sol. J., p. 792. There can be no doubt the personal search was a nuisance in the Registry and caused delay and made mistakes more likely. In fact the change seemed inevitable having regard to the great increase in registrations and was bound to come sooner or later.

What has to be done may be summarised as follows :—

(1) The land certificate (if not deposited at the Land Registry) or a charge certificate or an office copy of the register and of the official plan should be inspected. Particular care should be taken to note the date of the office copy or the date on which the certificate was last made to correspond with the register.

(2) If no certificate or office copy is produced by the vendor or his mortgagee, the vendor should be requested to obtain and supply an office copy.

If this request is not complied with, the purchaser's solicitor should apply at the Land Registry under r. 296 for an office copy of the register and of the official plan of the land.

No provision is made for the throwing of the cost of obtaining the office copy (where the vendor cannot produce one) upon the vendor so that the purchaser will have to pay for it himself. That appears to me to be the only real ground of objection to the abolition of the personal search. It puts the purchaser in such cases to the further expense of the cost of an office copy of the register and plan.

(3) After examination of the land (or charge) certificate or of an office copy of the register, an application by post in Form No. 94 should be made for a free official search under L.R. Rules, 1930.

If completion does not take place within two days of the date of the certificate of search, the search should be repeated.

A personal search cannot be made except as mentioned below.

(4) Documents referred to in the register and any statutory declaration in support of any caution, if not set out in full on the register, should be inspected under L.R. Rules, 1925, Nos. 287–9, unless office copies thereof are produced.

A search must also be made for local land charges (as to which see *post*) which are overriding interests (see L.R.A., 1925, s. 70 (1) (i)).

Now with regard to unregistered land.

There are, first of all, searches for charges registered under the L.C.A., 1925.

The registrar is required by the Act (s. 1) to continue to keep at the Registry the following registers :—

(*a*) A register of pending actions.
(*b*) A register of annuities.
(*c*) A register of writs and orders affecting land.
(*d*) A register of deeds of arrangement affecting land.
(*e*) A register of land charges.

(*a*) *Pending Actions.*—Bankruptcy petitions are now included under this head, and a purchaser for value in good faith for money's worth without notice of an available act of bankruptcy is not affected by an unregistered petition.

(*b*) *Annuities.*—No entry in this register can be made since 1925. After that date annuities may be registered as land charges.

(*c*) *Writs and Orders.*—Receiving orders in bankruptcy come under this head and a purchaser has the same protection as in the case of petitions.

(*d*) *Deeds of Arrangement.*—This calls for no comment here.

(*e*) *Land Charges.*—This register is, of course, by far the most important.

Land charges within the Act comprise five classes.

Class A.—Charges created on the application of some person pursuant to an Act of Parliament or under the Land Drainage Act, the Agricultural Holdings Act, the Tithe Act, the Tithe Annuities Act, or para (6) of the 12th Sched. to the L.P.A., 1922.

Class B.—Charges (not being local land charges, which will be mentioned later) of a similar kind to those of Class A created otherwise than on the application of some person.

Class C.—Which includes (1) "A puisne mortgage," i.e., a legal mortgage not protected by a deposit of documents relating to the legal estate and (where the whole land is within the jurisdiction of a local deeds register) not being registered in the local deeds register ; (ii) "A limited owners' charge," i.e., a charge acquired by a tenant for life or statutory owner under the F.A., 1894, or other statute ; (iii) "A general equitable charge," i.e., any equitable charge not secured by a deposit of documents not arising under a trust for sale or a settlement, and not included in any other class of land charge ; (iv) "An estate contract," i.e., any contract by an estate owner or person having the right to have a legal estate conveyed to him or create a legal estate including an option to purchase a right of pre-emption or other like right.

Class D comprises (i) A charge acquired by the Commissioners of Inland Revenue for death duties ; (ii) A restrictive covenant entered into after the commencement of the Act (not being a covenant or agreement entered into between a lessor and lessee) ; (iii) "An equitable easement" arising after the commencement of the Act.

Class E.—An annuity created before the commencement of the Act and not registered in the register of annuities.

I may add here that annuities created since the Act and not arising under a marriage settlement or will may be registered as general equitable charges under Class C (iii).

As regards all the charges registrable in these five registers it is provided that an alphabetical index shall be kept. That index should, in the first place, be searched, and if any entry be found which may affect the land a search should then be made in the particular register indicated. There is, therefore, one index for all the matters above stated to be registrable under the L.C.A. An official search is, however, provided for, and certainly in this case the advantages of such a search over a personal search are very great indeed. The alphabetical index has become unwieldy, and the unsatisfactory nature of it has often been commented upon in this column, and was the subject of an article by the Chief Land Registrar in the issue of this journal for the 14th November, 1931 (75 Sol. J. 769).

The advantages of an official search will be seen by looking at s. 17. By sub-s. (3) an official certificate is conclusive affirmatively in favour of a purchaser or intending purchaser ; sub-s. (7) enacts that where a solicitor obtains a certificate he shall not be answerable in respect of any loss arising from any error in it ; sub-s. (8) provides that a solicitor acting for trustees, executors or others in a fiduciary position is in like manner protected, and by sub-s. (9) any person obtaining a certificate without a solicitor is also protected.

In addition to the registers already mentioned, the Act establishes registers of local land charges to be kept by local authorities throughout the country. Local land charges are charges acquired by a local authority under any Act, public, general or local, or private.

The protection afforded by official searches extends to these charges, but it is not so important because the registration is effected by a description of the property with reference to a plan, so that the property can more easily be identified than in the alphabetical index of charges registered at the Land Registry and a mistake is not so likely to be made—in fact an entry can hardly be missed.

The Middlesex and Yorkshire Registers are continued.

In Middlesex only instruments creating or transferring a legal estate require registration. Puisne mortgages may still be registered in Middlesex, and if so registered need not be registered in the land charges register.

In Yorkshire a land charges register has been established in addition to the deeds register, and all land charges (not being local land charges affecting land within any of the three ridings) except puisne mortgages, are registered in that register. Puisne mortgages are registered in the deeds register (see L.C.A., s. 10 (6) as amended by L.P. (Amend.) A., 1926).

In cases where the vendor or mortgagee is a company registered under the Companies Act, 1928, a search is required in the companies register at Somerset House for mortgages or charges creating a security for money which must be registered there under s. 79 of that Act, and do not require registration in the land charges register.

Where agricultural land is concerned the Agricultural Land Charges Register should be searched for charges created under the Agricultural Credits Act, 1928. The register is kept at the Land Registry.

As I gather that there seems to be some doubt on the subject, I may add here that a search in bankruptcy is never necessary. Petitions or receiving orders must be registered at the Land Registry in the register of writs and orders and a search there is all that is required.

To summarise shortly, the proper searches to be made in the case of unregistered land are :—

(1) An official or personal search in the land charges register at the Land Registry.

(2) An official or personal search for local land charges in the register of the local authority.

(3) When the land is in Middlesex a search in the Middlesex Deeds Registry.

(4) When the land is in Yorkshire a search in the deeds register and the land charges register of the appropriate riding.

(5) When the vendor or mortgagee is a company registered under the Companies Acts a search in the Companies Register.

(6) In the case of agricultural land an official or personal search in the Agricultural Charges Register at the Land Registry.

In all cases of an official search, if the completion does not take place within two days a further search should be made. (L.P. (Amend.) Act, s. 4 (2).)

Landlord and Tenant Notebook.

The Nature of Fixtures.

At first sight the question whether a tenant's fixture (I say "tenant's fixture" for the sake of clearness—technically, there is no such thing as a landlord's fixture, consequently no distinction) is realty or personalty appears somewhat academic. It does not seem to be of practical importance whether it is a chattel which will change into real property if left in position when the term expires, or so much real estate which may become personal estate if severed in time. Such transformations occur every day in other branches of human activities without drastic legal consequences; the collier converts realty into personalty, the bricklayer and the painter do the reverse, and, according to a recent correspondence in *The Times*, the modern golfer frequently converts real property into personal property and too infrequently omits to reconvert what he has severed.

As between landlord and tenant, the point may, perhaps, be considered academic; it is when the interests of third parties come into play that it becomes practical. Such third parties include execution creditors, mortgagees of reversion and of term and hire-purchase undertakings. Authorities, at all events modern authorities, certainly show some divergence of opinion on the matter, and I believe that the true position was best described by Parke, B., in *Hallen* v. *Runder* (1834), 1 C.M. & R. 266, in which the learned baron said that a removable fixture became *part of the freehold* subject to the tenant's right to remove, but even while annexed it was for some purposes a chattel, e.g., it could be seized and sold under a *fi. fa.* (*Poole's Case* (1703), 1 Salk. 368). The action was one in which an ex-tenant, who before leaving had agreed to leave fixtures at a valuation, recovered the price from his ex-landlady as for goods bargained and sold.

This was followed in *Lee* v. *Gaskell* (1876), 1 Q.B.D. 700, a claim for the price of goods bought from a bankrupt tenant's trustee and sold by the plaintiff to the landlord for £11 18s. 8d. The defence sought to rely on a dilemma; if the fixtures were freehold, s. 17 of the Statute of Frauds required writing; if chattels, s. 4 of the same enactment required writing or part payment or delivery. The argument was met, however, by the proposition that one could bargain for the sale of fixtures as such, subject to the right of removal which would be lost if not exercised. On these authorities, the answer to the question whether an unsevered tenant's fixture is realty or personalty seems to be "neither."

In *Climie* v. *Wood* (1868), L.R. 3, Ex. 257; L.R. 4, Ex. 328, there is a judgment, delivered by Willes, J., which appears carefully to avoid committing itself as to whether a removable fixture is a chattel or not. In *Holland* v. *Hodgson* (1872), L.R. 7, C.P., Blackburn, J., speaks of such fixtures as chattels. In *Bain* v. *Brand* (1876), 1 A.C. 762, however, the House of Lords were emphatic in deciding that tenant's fixtures were realty, potentially personalty.

But it was in the 'nineties that more complicated questions arose. First, *Cumberland Union Banking Co.* v. *Maryport Hematite Iron & Steel Co.; In re Maryport, etc., Co.* [1892] 1 Ch. 415, tended to confuse the position. Briefly, the plaintiffs were mortgagees of the term of a mining lease who moved for liberty to remove certain machinery from the colliery, and together with the motion were heard two summonses, one by the landlord for liberty to distrain and the other by the successors of the suppliers of the machinery, which had been sold to the tenants on the instalment plan, no property to pass till final payment. As regards chronology, the mortgage was made in 1883, and purported to cover fixtures present and future, but it was held that there was no law that prevented the stipulation in the contract of sale from taking effect; and as to the landlord, he had no interest in fixtures while he remained a reversioner. This was followed in *Gough* v. *Wood & Co.* [1894] 1 Q.B. 713, in which the facts were much the same; but the judgment proceeded on slightly different lines, emphasis being laid on the fact that the mortgagor had by not taking possession authorised the tenant to carry on his business, and Lindley, L.J., said the third party was entitled to unfix and carry away a *chattel* of his own.

But it was not long before these two authorities were distinguished. *Thomas* v. *Jennings* (1896), 45 W.R. 93, was a claim by an ex-tenant against mortgagees of the reversion who were preventing him from removing some ornamental and domestic fixtures, despite an agreement with the landlord, made during the term, by which he was to be allowed, while the landlord remained in possession, to leave them with a view to selling to the next tenant, and to remove them if no sale were effected. The mortgagees had taken possession before the term expired. Hawkins, J., dealt with the problem on these lines: tenant's fixtures while annexed are *not goods and chattels*. The right to sever them is, however, not an interest in freehold. When severed, they become chattels. When no longer severable, they become freehold. On the facts of the case, the landlord had agreed to waive a right; the waiver did not bind the mortgagees, who were entitled to the benefit of the covenant to deliver up the premises.

Then in *Reynolds* v. *Ashby & Son Ltd.* [1904] A.C. 466, in which mortgagees of the term were sued by suppliers, on hire-purchase agreement, of machinery, the decision turned on the circumstance that the mortgagees had taken possession before the annexation, and accordingly *Gough* v. *Wood & Co.*, *supra*, was distinguished; and while in such circumstances they passed to the mortgagee, judgments in the House of Lords as well as judgments in the Court of Appeal read as if, but for the mortgage, they would have been chattels capable of becoming realty rather than the reverse. This appears to be the view taken in two more recent cases: *Re Sir Edward Hulse, Bart.* [1905] 1 Ch. 406, and *Re British Red Ash Collieries Ltd.* [1920] 1 Ch. 326, C.A.

In the face of this apparent conflict of weighty opinion—for even the House of Lords has not been consistent in the matter—there is much to be said for Baron Parke's dictum referred to at the commencement of this article. A tenant's fixture, if not *sui generis*, partakes of the natures of both kinds of property.

Our County Court Letter.

THE LIABILITIES OF CHOCOLATE MAKERS.

The liability of a food manufacturer to the ultimate consumer depends upon proof of lack of reasonable care that the article is free from defect likely to cause injury to health. In *M'Alister or Donoghue* v. *Stevenson* [1932] A.C. 562, mineral water manufacturers were held liable for the consequences of a snail being in a bottle. This case was distinguished, however, in the recent case of *Chandman* v. *Cadbury Brothers Limited*, at Marylebone County Court. The plaintiff's case was that, while eating a half-pound block of fruit-and-nut chocolate, she saw five or six "little crawly things" coming out, and the resultant sickness retarded her convalescence from an existing illness. The case for the defendants was that the condition of the chocolate was due to the *Ephestia* moth, which was prevalent in dry summers, and laid minute eggs. These hatched out into caterpillars, which could crawl through a hole one seven-thousandth of an inch in diameter. Although the chocolate left the works sterile, it might become infected afterwards, and the only sure preventive would be to use hermetically sealed tins for packing. This was commercially impossible, as the cost would be increased by 2d. a tablet, and customers would have to carry tin-openers. As the insect was harmless, it was submitted there was no negligence, and the jury upheld this view by their verdict. Judgment was therefore given for the defendants, who did not ask for costs.

LIABILITY FOR COST OF UNEMPLOYMENT RELIEF SCHEMES.

In a recent case at Gloucester County Court (*Gloucestershire County Council* v. *Stephens; The Same* v. *Baker*) the claim was for £16 16s. 1d. as contributions due for land drainage works. The case for the plaintiffs was that in March, 1933, a meeting consisting of landowners, common right owners of Walmore Common, and the County Land Drainage Committee, had decided to carry out a voluntary drainage scheme. The plaintiffs had agreed to make a voluntary contribution of 25 per cent. towards the cost of mudding and cleaning the high and low-level ditches and culverts of Walmore Common, and 75 per cent. was to be paid by landowners, in proportion to their acreage. Under an agreement of the 5th April, 1933, the amounts due had been paid by twenty-nine out of thirty-two landowners, but the above defendants contended that (*a*) over 100 acres were still under water, and the work had been abandoned, (*b*) the money spent had therefore been wasted, and the balance was not due until 1936. His Honour Judge Kennedy gave judgment for the plaintiffs, in respect of the instalments already due, with costs to be shared by the defendants.

THE DESTRUCTION OF MICE.

In a recent case at Leicester County Court (*Leicester Corporation* v. *Groves*) the claim was for 12s. 6d. for goods and services supplied for the destruction of mice. The case for the plaintiffs was that their rat officer and their rat catcher had laid poison in the defendant's flat, in response to her request. The defence was that, in spite of the efforts of the plaintiffs' officials, the mice continued to thrive—as if they had had a tonic, instead of poison. His Honour Judge Haydon, K.C., was not satisfied that the mice had thrived on the substance, but the attempt to exterminate them was held to have been a failure. Judgment was therefore given for the defendant. It transpired that the total number of mice destroyed by poison was three, but that a cat had since stopped the nuisance. It is to be noted that an offence is committed by any person who shall fail to take steps, for the destruction of rats or mice, after service of a notice requiring him to take such steps as may be necessary and reasonably practicable. See the Rats and Mice (Destruction) Act, 1919, which also authorises the local authority to enter upon land (or buildings) and to take such steps itself—on default by the occupier.

Reviews.

The Juridical Review. Vol. XLVI, No. 4. December, 1934. Edinburgh: W. Green & Son, Ltd. 5s. net.

The two first articles in this number of the "Review" have a special interest for those who like to trace the development, and authoritative enunciation, of legal principles. In the first of them, an "Introduction to French Civil Law," from the pen of Mr. A. C. Wright, of Lincoln's Inn, we have a masterly examination of the steps by which France at last arrived at a scientific presentment of its law. Previous to the enactment of the Code Civile, different laws were in force in various parts of the country, of local force only, one effect of which was that, as individuals were governed by their personal law, it was necessary in legal instruments to make a declaration of that personal law—a practice which we are told survives to this day when in notarial instruments relating to the sale of property an alien vendor has to adduce evidence of his national law verifying his capacity to dispose of the property, the document embodying this evidence being known as a "certificat de coutume." The second article by Professor Max Radin, of the University of California, treats of "The Background of the Codification of Justinian," and will well repay careful study by those who realise the part which the Justinian legislation has played in the history of law. The third article by Mr. Roughead, W.S., is an elaborate examination of the evidence given in a recent *cause célèbre* in Scotland. Notes on recent Scots and English cases also constitute a useful feature of the number.

Bankruptcy Procedure. By W. D. Russell, A.C.A. 1934. Demy 8vo. pp. lx and (with Index) 201. London: Gee and Co. (Publishers) Ltd. 8s. 6d. net.

Since the abolition of imprisonment for civil debt, the law of bankruptcy has assumed a great importance. It denies its subjects the right to obtain credit without disclosing their status, and thereby protects the community from proved incompetent or negligent business men. This manual is complete, concise and practical. It is logically divided into parts and contains an indexed Appendix of Forms.

The Lawyer's Last Notebook (Anonymous). 1934. Crown 8vo. pp. 239. London: Martin Secker. 5s. net.

The revolutionary Tory lawyer to whom the discriminating are already indebted for two delightful volumes has given us another miscellany of prose reflections, a little selected poetry and some proverbs re-cast. His subjects range from the tomb of Edward II to Chitty, L.J., and from judges in New Zealand to the Lisbon custom-house. The author as a raconteur is a little less in evidence than before, leaving the reader to carry away fewer good stories. Perhaps, also, now and then a touch of undue irascibility is perceptible, but amid so much wisdom of wit and comment there is hardly a passage, however casual, that one cannot rest on with pleasure and profit.

Books Received.

The Law of Repairs and Dilapidations. By Sir T. Cato Worsfold, Bart., M.A., LL.D., J.P., D.L., Solicitor of the Supreme Court. Second Edition. 1934. Crown 8vo. pp. xxi and (with Index) 211. London: Sir Isaac Pitman and Sons, Limited. 7s. 6d. net.

Tax Cases. Vol. XVIII, Part VIII. 1934. London: H. M. Stationery Office. 1s. net.

The Incorporated Accountants' Year Book, 1935. London: The Society of Incorporated Accountants and Auditors. 3s. net.

Reminiscences of an Octogenarian, 1847-1934. By The Right Revd. Edmund Arbuthnott Knox, D.D. Oxon, Hon. D.D. Aberdeen, formerly Bishop of Manchester. 1935. Royal 8vo. pp. (with Index) 336. London: Hutchinson and Co. (Publishers), Ltd. 18s. net.

Examination Notes. The Accountancy and Secretarial Students' Magazine. Vol. I, No. 1. January, 1935. Edited by E. Westby-Nunn, B.A., LL.B. London: Examination Notes. Price Sixpence. Subscription 6s. for twelve months post free.

Building Society Practice. By G. S. Riley, B. Com. (Lond.). Demy 8vo. pp. xvi and (with Index) 228. London: Macmillan & Co., Ltd. 10s. 6d. net.

Lotteries and the Law. By C. F. Shoolbred, B.A., LL.B. (Cantab.), of the Middle Temple, Barrister-at-Law. Second Edition, 1935. Demy 8vo. pp. xvi and (with Index) 90. London, Liverpool, Birmingham and Glasgow; The Solicitors' Law Stationery Society, Ltd. Cloth bound, 6s. net. Paper bound, 5s. net.

Un Crime Passionnel devant la Justice Anglaise (*L'Affaire Vaquier*). By Jean Duhamel and J. Dill Smith, Barristers-at-Law. 1934. Demy 8vo. pp. 315. Paris: Les Ecrivains Français. 20 francs.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Intestacy—Widow absolutely entitled—No Self-assent by Widow as Administratrix—Death of Widow—Title.

Q. 3102. I am acting in the purchase of a leasehold dwelling-house from the executors of a widow, who acquired the house from her husband, who died intestate in 1927. The widow administered to her husband's estate, and was wholly entitled to it, but no written assent or assignment to herself was made.

(1) Can the executors assign the property ?

(2) Or, ought letters of administration *de bonis non* be taken out ?

(3) If so, will such administrator assent first to the executors, who then assign, or should the assignment be taken straight from such administrator ?

A. This query raises the vexed question of self-assents. Until this question is settled it seems prudent to act upon the assumption that self-assents are necessary in such cases to perfect title. On the death of the widow she was equitably absolutely entitled, but held the legal estate in her capacity as personal representative, and (in the absence of a self-assent) there is nothing to show that she had ceased to hold it in that capacity. On this basis the replies to the specific questions are :—

(*a*) Probably not, at any rate it is prudent to assume that they cannot.

(*b*) Yes.

(*c*) The grantee *de bonis non* can make a good title to a purchaser who is not concerned to see to the necessity for or propriety of a sale by him as personal representative of the husband. In this case, however, it may be that the purchaser knows definitely that there can be no possible justification for such a sale. If so he should insist upon an assent in favour of the executors of the widow and take his title through them as such. If, however, the position does not go beyond that provided for by s. 36 (8) of A. of E.A., 1925, there seems no reason why the purchaser should not safely take title from the grantee *de bonis non*.

Purchase in Breach of Trust—Effect—Trust for Sale—L.P.A., 1925, s. 23.

Q. 3103. In April, 1925, A and B purchased a house, it being expressed to be conveyed to them as joint tenants. It subsequently transpired that they were trustees of the will of C, who died in 1924, having by his will devised to them all his real and personal estate upon trust after payment of his funeral and testamentary expenses and debts to permit C's wife D to have the use and enjoyment of the income thereof for her life and after her death in trust for E absolutely. D (the tenant for life) died in 1927 intestate, and with no estate, and in 1929 A and B conveyed the property to E, there being a recital in the conveyance to her as follows : "they the Vendors (A and B) purchased the property comprised in the before-mentioned conveyance at the request of D and E out of moneys forming part of the estate of C." E has now contracted to sell the property to a purchaser for whom we are instructed to act, and it is contended by us that the property being purchased out of trust funds became settled property, and on the death of D the legal estate accordingly vested in her personal representatives. The vendor's solicitors contend that the purchase by the trustees being a breach of trust vested the property in them upon trust for sale, and that the conveyance to E is accordingly in order. Would the purchaser be safe in taking a conveyance from E or should letters of administration be taken out to the estate of D ? As the latter died with no relations the Crown would be entitled to take out administration to her estate.

A. The contention of the vendor's solicitors is correct. Real estate purchased by trustees in breach of trust becomes subject to an implied trust for sale, as it is their duty to remedy the breach of trust by selling. Formerly it was necessary to have the concurrence of a beneficiary to show that there had been no election to take in specie : *Re Jenkins and Randall's Contract* [1903] 2 Ch. 362. This is now not necessary owing to s. 23 of L.P.A., 1925. The purchaser may safely take his title from E.

Conveyance on Sale to Trustees for a Minister's Residence—Consents and Procedure when Part of Purchase Money to be found by Mortgage

Q. 3104. I shall be greatly obliged if you will please let me have your opinion on the following matter. I am acting on behalf of a particular Baptist chapel, and the two trustees are purchasing a dwelling-house as a residence for the new minister. Part of the purchase money is being provided out of the funds and the remainder is on mortgage to a building society. Is the consent of the Charity Commissioners necessary, and, if so, what procedure should be adopted ? What recitals should the conveyance contain regarding the land as being held on charitable trusts ?

A. No consent of the Charity Commissioners is needed for the *purchase*, but their consent would be needed for the *mortgage*. To get over that difficulty it is suggested that it be arranged to acquire the equity of redemption. The conveyance to the trustees must be by deed (Mortmain and Charitable Uses Act, 1888, Pt. II, s. 4 (6)), but one witness is now enough (S.L.A., 1925, s. 29 (4)). The deed must be sent to the Charity Commissioners for record within six months of execution (S.L.A., 1925, s. 29 (4)), and must take effect in possession immediately on the making thereof (M. & C.U.A., 1888, Pt. II, s. 4 (2)), and be without any power of revocation, reservation, etc., etc., save as permitted by M. & C.U.A., 1888, s. 4 (4). We think that our subscriber will find that the religious body for which he is concerned may have a model deed applicable to such a case. If not, we suggest that advantage be taken of the ruling in *Re Higgs, Symonds* v. *Rhodes* [1927] W.N. 316, and that the house be vested in the trustees on trust to permit the minister for the time being of the church to reside therein and have the use and enjoyment thereof. This will not make the minister tenant for life, as the house is not limited in succession, but is limited in trust for the church. It is held on a charitable trust and falls within s. 29 of S.L.A., 1925, so that the trustees have the statutory powers, which are wide. The trust can properly be declared in the conveyance. If possible, we suggest that there should be more than two trustees so as to obviate the possibility of an early appointment to fill a vacancy. The possible number is unlimited (T.A., 1925, s. 34 (3)). No recital is needed as to the land being held upon charitable trusts. The reference to such a statement in S.L.A., 1925, s. 29, is connected with a *sale* of charity lands.

To-day and Yesterday.

LEGAL CALENDAR.

14 JANUARY.—There is a good deal of entertainment latent in the law reports, and among the most amusing decisions may be reckoned the classical case of *Smith* v. *Marrable*, 11 M. & W. 5, heard on the 14th January, 1843. A letter written by the defendant put the trouble in a sentence : " Lady Marrable informs Mrs. Smith that it is her determination to leave the house in Brunswick-place as soon as she can take another, paying a week's rent, as all the bedrooms occupied but one are so infested with bugs that it is impossible to remain." The owner of the house, however, considered that her tenant should have stayed, bugs or no bugs, but the Exchequer judges thought otherwise and the action failed.

15 JANUARY.—On the 15th January, 1830, a woman appeared before the Paris Courts on a charge of defrauding various people by means of a cock and bull story that Napoleon was still alive and had escaped to France, had great resources, but was in straitened circumstances. On promise of an appointment as aide-de-camp, she persuaded a credulous law student to part with 420 francs, three changes of linen and some pocket handkerchiefs. The prisoner's counsel contended that the prosecution had not proved Napoleon's death. In the end she was acquitted.

16 JANUARY.—Mr. Justice Heath died of apoplexy, at the age of eighty, on the 16th January, 1816. He had served in the Common Pleas for thirty-six years.

17 JANUARY.—On the 17th January, 1770, Charles Yorke accepted the Great Seal. The Duke of Grafton, leader of the party opposed to his own, had just come into power and desperately needed a Chancellor. Owing to the lack of talent in his own ranks, he offered the place to Yorke, who refused the temptation to betray his friends. At first, even the personal persuasions of the King proved fruitless, but a second interview succeeded. With the utmost misgivings, Yorke at last consented, but the strain of the struggle and grief at the anger of his friends proved too much for him. He burst a blood vessel and in three days he died.

18 JANUARY.—On the 18th January, 1843, Lord Chief Justice Denman gave judgment in the case of *The Queen* v. *Shee*, 4 Q.B. 2. The rooms at the National Gallery in Trafalgar-square used by the members of the Royal Academy for their exhibitions and lectures had been assessed to the poor rate. The law has not always been kind to artists, but in this case the members were held to be " ministers or agents of the Crown " for furthering national and public objects and the order was quashed.

19 JANUARY.—A curious incident occurred during a bigamy trial at the Old Bailey on the 19th January, 1829. One Thomas Ayling, " a person of very gloomy appearance," being called to prove the marriage, he was about to be sworn when counsel asked him : " Do you believe in a God ? " " I do not consider that I have a right to answer that question." " But you must ; and I now ask you again, do you believe in a Supreme Being ? " " I do not believe in God nor that there is a place where future rewards are dispensed or punishments inflicted." After that, he was held incapable of giving evidence in a Christian court of justice.

20 JANUARY.—The whole horse-racing public was profoundly affected by the case of *Evans* v. *Pratt*, 4 Scott (N.R.) 378, in which the defendant, whose horse had lost a steeple-chase, unsportingly argued that steeple-chasing was illegal and that accordingly he was not liable to pay what he had undertaken. The case was heard in the Common Pleas on the 20th January, 1842, the decision being in favour of the plaintiff. Tindal, C.J., said : " If we were to hold that no race can legally be run except upon a course that is free from obstruction and impediment, how nice would be the distinctions that such a doctrine would lead to ! "

THE WEEK'S PERSONALITY.

At the time of his death, Mr. Justice Heath was eighty years old, and in bad health, and was about to retire from the Bench. His end was extremely sudden. He had received an invitation to an entertainment from Sir Vicary Gibbs, the Chief Justice of the Common Pleas, and was in the act of replying when he dropped down in a fit of apoplexy and expired. At the Bar he had had no great practice, and he had owed his appointment as a judge to his friendship with Lord Chancellor Thurlow, who, in 1780, had nominated him to succeed Sir William Blackstone in the Common Pleas. There he served most efficiently for thirty-six years, though in criminal cases he was considered somewhat harsh—a characteristic not reflected in his private life. He was one of the very few judges who have succeeded in avoiding the honour of knighthood on the occasion of their promotion, declaring that he would die " plain John Heath." He was also a bachelor. His rough common sense matched his severity, and with his profound legal knowledge made him a strong judge, though, to the merciful minds of the present day, his declaration on one occasion on the Midland Circuit that he would make such examples that if a man left a garment unprotected upon a hedge he should find it there when the next judge came the same assize, savours of brutality.

TWO FAMOUS CASES.

Death has lately recalled what are probably the two most controversial cases of modern times. Sir Martin Archer-Shee, who took such a prominent part in vindicating the honour of his younger brother in the Osborne Cadet Case, and Sir Maurice Craig, one of the committee of three mental disease experts who found Ronald True insane after the Court of Criminal Appeal had decided against him, have both died recently. When the Admiralty officials so summarily fastened on his brother the guilt of theft, it was Major Archer-Shee, M.P., as he then was, who said : " There is only one man who can help us and that's Edward Carson," and it was he who on the very day the boy was removed from Osborne took him to the chambers in Dr. Johnson's-buildings, which for two years were to be the headquarters of a veritable campaign against the embattled forces of a government department. Rarely had the theatre of war, the Courts of Justice, seen so determined and courageous a vindication of the rights of the subject, in the face of such determined resistance from the Crown lawyers.

THE MADNESS OF TRUE.

Just as the attitude of the Crown lawyers in the Archer-Shee case is not yet immune from criticism, so the action of the Home Secretary in transferring Ronald True from the condemned cell to a patient's apartment at Broadmoor is still sometimes the subject of hostile comment. That the man who battered Olive Young to death in her bed, stole her valuables and, in the interval before his arrest, displayed them to all and sundry was unbalanced, nobody doubted. But at the Old Bailey, despite a brilliant defence by Sir Henry Curtis-Bennett and a careful summing up by Mr. Justice McCardie, which erred, if at all, in favour of the prisoner, the jury refused to find him insane, and the Court of Criminal Appeal confirmed the verdict of guilty. Then, to the astonishment of many people, the Home Secretary, invoking s. 2 (4) of the Criminal Lunatics Act, 1884, appointed a committee of mental specialists to examine the matter, and, on their report, he was reprieved. At the Exeter Assizes, Avory, J., pointedly criticised the interference of Harley Street with the Old Bailey, and though the Home Secretary justified himself in the eyes of Parliament, public opinion cried loudly for the gallows.

Notes of Cases.

High Court—King's Bench Division.

In re Solicitors ; *In re* Taxation of Costs.

Charles and Macnaghten, JJ. 11th January, 1935.

Costs, Solicitor's—Taxation—Solicitors instructed by Patent Agents—Lay Client's Right to Taxation of Costs—Alleged Custom not Established.

This was an appeal by a firm of solicitors, Wingfields, Halse and Trustram, from an order made by Roche, J. (as he then was) dismissing an appeal from an order of the Master directing a taxation of a bill of costs of the above firm of solicitors.

The relevant facts were as follows: Ross Brothers & Co. were the owners of a trade mark "Gordon," used in connection with the sale of whisky. Believing that another firm were infringing their mark, they instructed Reginald W. Barker and Co., a firm of patent agents, to act on their behalf, and that firm instructed the present appellants, Wingfields, Halse and Trustram, who acted in proceedings both before the Registrar of Trade Marks and in a High Court action. The whole matter was subsequently settled, and on the 4th April, 1933, the solicitors rendered to the patent agents a bill of costs amounting to £832 11s. 8d. That bill was headed "Messrs. Ross Bros. and Co. and Messrs. Reginald W. Barker and Co." With the bill rendered to Reginald W. Barker and Co., the appellants enclosed a cash account and a cheque for £118 7s. 10d., that amount being arrived at by crediting sums received on account and from the other side and debiting the amount of £832 11s. 8d. The patent agents raised no objection, but Ross Bros. and Co., on the matter coming to their notice, took out a summons asking that the bill should be taxed, and on that summons the order now appealed from was made.

Charles, J., said that it was contended that Ross Bros. and Co., who had obtained the order for taxation, had no right to obtain it, because there was a custom whereby the patent agents were the only persons who were in a contractual relationship with the solicitors, and that the custom excluded the lay client altogether, and had the effect of making the patent agents the only persons liable to pay the bill, and therefore the only persons entitled to have it taxed. He (his lordship) did not think that that custom was established by the evidence. The actual bill delivered had been put before the court, and it was significant to observe that the bill was not addressed to the patent agents alone, as would have been the case if the alleged custom were indeed a custom, but to both the patent agents and the lay clients. That was, from the solicitors' point of view, an unfortunate way to address the bill, and was quite inconsistent with the alleged custom. The bill was made out against the lay clients, who were therefore chargeable, and consequently had the right, just as much as had the patent agents, to tax the bill so drawn up and made out. Appeal dismissed.

Macnaghten, J., agreed.

Counsel: *Blanco White* and *Malcolm Wright*, for the appellants; *A. J. Belsham*, for the respondents.

Solicitors: *Wingfields, Halse & Trustram; Collins and Collins.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Browning (Inspector of Taxes) *v.* Mrs. A. F. Duckworth.

Finlay, J. 11th January, 1935.

Revenue—Income Tax—Wife's War Loan Interest—Wife Resident in United Kingdom—Husband not Resident—Short Periodical Visits—Wife not Assessable—Income Tax Act, 1918, General Rules Applicable to all Schedules, r. 16.

Appeal by case stated from a decision of the Special Commissioners of Income Tax.

The respondent, A. F. Duckworth, the wife of Godfrey Duckworth, a partner in a firm of cotton brokers in Alexandria, appealed to the Special Commissioners against assessments of various amounts made on her in respect of interest from War Loan for the years 1925–26 to 1929–30 inclusive. Before her marriage the respondent lived with her mother in the United Kingdom. She married in July, 1925. In October, 1925, she went to Egypt to take up residence with her husband. Since 1925 her permanent home had been in Egypt, where she and her husband furnished a house. Finding the heat very trying, the respondent returned to England every year for a period varying between four and a half to five and a half months. Her husband generally came back to England three weeks or so after her and returned to Egypt three weeks or so before her. When in the United Kingdom neither the respondent nor her husband had ever taken a house here but had visited relatives or had lived in hotels. The interest on the War Loan from time to time standing in the respondent's name was paid to her without deduction of tax, and the assessments appealed against were intended to cover the untaxed interest from War Loan owned by the respondent. The appeal was argued on the footing that the husband was not chargeable as resident for the years in question. The Commissioners expressed no opinion as to the respondent's residence for the first two years under appeal, but held that she was ordinarily resident in the United Kingdom from 1927–28 onwards. They decided, however, that the assessments were wrongly made on the respondent and they accordingly discharged them. The Crown now appealed.

Finlay, J., said that the case raised a narrow but curious point as to the proper construction of r. 16 of the General Rules. That rule provided: "16. A married woman acting as a sole trader, or being entitled to any property or profits to her separate use, shall be assessable and chargeable to tax as if she were sole and unmarried: Provided that (1) The profits of a married woman living with her husband shall be deemed the profits of the husband, and shall be assessed and charged in his name, and not in her name or the name of her trustee; . . ." He (his lordship) accepted the assumption that the husband was not resident for the years in question, and was bound by the finding that the wife was resident here. But it led to a curious result. The matter was purely one of construction of r. 16, and as a matter of construction the respondent was a married woman living with her husband, and therefore the assessment on her was bad. He rested his decision on the construction of proviso (1). He decided the case with reluctance, because if the respondent was resident in the United Kingdom there was no reason why her interest on War Loan should not be taxed, and there was no satisfaction in deciding that the machinery failed. Construing the words as they stood, however, he must decide as the Commissioners decided. Appeal dismissed.

Counsel: *The Solicitor-General* (Sir Donald Somervell, K.C.) for the Crown; *J. Millard Tucker*, K.C., and *J. S. Scrimgeour*, for the respondent.

Solicitors: *Solicitor of Inland Revenue; William Webb and Sons.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Batchelor *v.* Smith.

Lord Hewart, C.J., Avory and Swift, JJ. 11th January, 1935.

Affiliation Order—Subsequent Conviction of Mother of Perjury in Affiliation Proceedings—"Fresh Evidence"—Order for Payment Revoked—Criminal Justice Administration Act, 1914 (4 & 5 Geo. 5, c. 58), s. 30 (3).

This was an appeal by case stated from a decision of Chatham (Kent) justices.

The appellant, Miss Sophie Agnes Clara Batchelor, on the 27th July, 1931, obtained from the Chatham justices

an order against the respondent, John James Smith, a carpenter, under which he was adjudged to be the putative father of Miss Batchelor's illegitimate child, born on the 27th June, 1931, and was ordered to pay 10s. a week until the child should attain the age of fourteen years, or, if it should die under that age, until the day of its death. Smith had emphatically denied paternity. On the 21st February, 1934, Miss Batchelor was convicted at Maidstone Assizes of perjury on the ground that, when before the justices on the 27th July, 1931, she falsely swore that she had not been out with a certain named man since May, 1930. An undertaking was given by Miss Batchelor that she would not attempt to enforce the order for payment which she had obtained against Smith, and she was sentenced to six weeks' imprisonment. On the 28th February, 1934, Smith caused a summons to be served on Miss Batchelor intimating his intention of applying to the justices for the revocation of that part of the order made on the 27th July, 1931, which required him to pay the 10s. a week. The ground for the application was that Miss Batchelor had been convicted of perjury in respect of certain material statements made by her in the proceedings in which the order had been made. On the hearing of the summons it was contended on behalf of Smith that Miss Batchelor, having regard to her conviction of perjury, had obtained the affiliation order by fraud, and that the evidence that she had committed perjury was "fresh evidence" within s. 30 (3) of the Criminal Justice Administration Act, 1914, on which the justices might revoke the order as to payment. The justices took the view that Miss Batchelor's conviction constituted fresh evidence and revoked that part of the order of the 27th July, 1931, which required Smith to pay 10s. a week. Miss Batchelor now appealed. After argument for the appellant counsel for the respondent was not called on to argue.

Lord HEWART, C.J., said that the case was a very clear one. The justices were clearly right in revoking the order for the payment of the money on the ground that, since the making of the affiliation order, Miss Batchelor had been convicted of perjury in respect of certain material statements made by her in the affiliation proceedings—that she did not walk out with another man. In doing so the justices properly gave effect to the decisions in *Colchester* v. *Peck* [1926] 2 K.B. 366, and *R.* v. *Copestake, ex parte Wilkinson* [1927] 1 K.B. 468. Counsel for the appellant had argued that the words "fresh evidence" in s. 30 (3) of the Criminal Justice Administration Act, 1914, must be limited to further evidence as to means. If there had been any such intention on the part of the Legislature, nothing would have been easier than to have expressed it. The words were used in the widest sense of which they admitted. There was fresh evidence before the justices within the meaning of the sub-section and the justices were right in the decision to which they had come.

AVORY and SWIFT, JJ., agreed, and the appeal was dismissed, with costs.

COUNSEL: *Gordon Bamber*, for the appellant; *Richard O'Sullivan*, K.C., and *I. F. Reuben*, for the respondent.

SOLICITORS: *Wallace, Watson & Flint*, Chatham; *Medlicott and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Obituary.

MR. JUSTICE BATESON.

Mr. Justice Bateson, a Judge of the Probate, Divorce and Admiralty Division since 1925, died at his home at Phillimore-gardens, W., on Friday, 11th January, at the age of sixty-eight. Educated at Rugby and Trinity College, Oxford, he was called to the Bar by the Inner Temple in 1891. In 1909 he was appointed Junior Counsel to the Admiralty in the Admiralty Division, and he took silk in 1910. He became a Bencher of his Inn in 1920, and was appointed a Justice of the High Court of Justice in 1925. An appreciation of the late Mr. Justice Bateson appears at p. 37 of this issue.

MR. E. H. DEAN.

Mr. Edwin Hill Dean, retired solicitor, of Preston, died on Wednesday, 9th January, at the age of eighty-one. Mr. Dean was admitted a solicitor in 1881, and joined his father, the late Mr. Edwin Dean, J.P., in the firm of Messrs. Edwin Dean & Son. On his father's death Mr. Dean took Mr. S. S. Waterhouse into partnership, and later the firm became Messrs. Dean, Gowling & Worthington. Mr. Dean retired in 1910.

MR. F. EMLEY.

Mr. Frederick Emley, solicitor, formerly a member of the firm of Messrs. F. & E. Emley, of Newcastle-on-Tyne, died on the 29th December, 1934, at the age of eighty. Mr. Emley, who was admitted in 1877, was vice-president of the Newcastle-on-Tyne Law Society for 1890–91.

MR. G. NEWBY.

Mr. George Newby, solicitor, senior partner in the firm of Messrs. Newby, Robson & Cadle, of Stockton-on-Tees, died on Saturday, 5th January. Mr. Newby, who was admitted a solicitor in 1882, was coroner for the Stockton Ward District of Durham.

Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the Directors was held at 60, Carey-street, on the 5th January. Mr. T. G. Cowan (in the chair), Sir Edmund Cook, Sir E. F. Knapp-Fisher, Mr. F. E. F. Barham, Mr. E. E. Bird, Mr. G. S. Blaker (Henley), Mr. A. C. Borlase (Brighton), Mr. P. D. Botterell, Mr. E. Bramley (Sheffield), Mr. N. T. Crombie (York), Mr. T. S. Curtis, Mr. E. F. Dent, Mr. R. Epton (Lincoln), Mr. A. G. Gibson, Mr. A. North Hickley, Mr. G. G. Keith, Mr. E. B. Knight, Mr. C. G. May, Mr. A. R. Moon (Manchester), Mr. R. C. Nesbitt, Mr. H. F. Plant, Mr. F. S. Stancliffe (Manchester), Mr. F. L. Steward (Wolverhampton), Mr. H. White (Winchester), and the Secretary. £643 were distributed in grants to necessitous cases, twenty-seven new members were elected, Mr. W. Sefton Clarke was elected a Director at Bristol, and Mr. Godfrey E. Castle a Director at Liverpool, and other business transacted.

Central Criminal Court Bar Mess.

AFTERNOON RECEPTION.

The Central Criminal Court Bar Mess held an afternoon reception at the Central Criminal Court, Old Bailey, on Tuesday, 15th January.

The guests were received by Mr. Eustace Fulton, Chairman of the Central Criminal Court Bar Mess. Among those present were: The Lord Chief Justice (Lord Hewart), Mr. Justice Atkinson, Sir Holman Gregory, K.C. (Recorder of London), Sir Thomas Inskip, K.C. (Attorney-General), Sir Donald Somervell, K.C. (Solicitor-General), Mr. Cecil Whiteley, K.C. (Common Serjeant), Judge Gerald Dodson, Sir Percival Clarke (Chairman, London Sessions), Sir Thomas Forster, K.C. (Chairman, Middlesex Sessions), Sir Herbert Cunliffe, K.C. (Chairman, Bar Council), Mr. Vernon Gattie (Deputy Chairman), Mr. Albert Crew (Secretary), Mr. J. B. Montagu (Treasurer), Mr. Highmore King, Mr. Leslie Bowker (City Remembrancer), Mr. Wilfrid W. Nops (Clerk of the

Court), Mrs. J. B. Montagu, Mrs. Olive R. Cruchley, Miss Venetia Stephenson, Miss Josémée Greenwood, Mrs. Florence Coxon, Miss Rita Reuben, Miss Nadia Neville, Mrs. Helena Normanton, Miss Alice Raven, Miss Chrystal Macmillan, Mr. E. J. Bullock, Mr. C. L. Burgess, Mr. R. S. Chapman, Mr. W. D. Coleridge, Mr. E. H. Coumbe, Mr. F. H. Cowper, Major Coxon, Mr. Ivan Cruchley, Mr. Eric Cuddon, Mr. Derek Curtis-Bennett, Mr. E. J. P. Cussen, Mr. A. C. Douglas, Mr. B. A. C. Duncan, Mr. Wilfrid Fordham, Mr. Archibald Forman, Mr. A. W. Ganz, Mr. Graham Grant, Mr. J. E. M. Gunning, Mr. T. A. Harrison, Mr. H. Harrison, Mr. Anthony Hawke, Mr. George H. Heilbuth, Mr. J. R. Hood, Mr. Christmas Humphreys, Mr. St. John Hutchinson, Mr. R. L. Jackson, Mr. E. A. Jessel, Mr. G. P. Jordan, Mr. G. F. Kingham, Mr. Lewis Langdon, Mr. Desmond Leggatt, Mr. A. R. Linsley, Mr. J. C. Llewellyn, Mr. C. B. McClure, Mr. O. S. MacLeay, Mr. Syed Majid, Mr. John Maude, Mr. L. Morgan May, Mr. J. F. Compton Miller, Mr. Frank Milton, Mr. Beaufoi Moore, Mr. Garth Moore, Mr. T. E. Morris, Mr. T. M. O'Callaghan, Mr. A. E. Reade, Mr. R. M. H. Rodwell, Mr. H. S. Ruttle, Mr. W. R. Hornby Steer, Mr. R. W. Stevens, Mr. J. Avory Tickell, and Mr. Joseph Yahuda.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 24th January, at 8.30 p.m., when a paper will be read by W. Norwood East, Esq., M.D., F.R.C.P., on "Murder from the Point of View of the Psychiatrist," which will be followed by a discussion. Members may introduce guests to the meeting on production of the member's private card.

The Hardwicke Society.

The annual Ladies' Night Debate will be held in the Middle Temple Hall, by courtesy of the Masters of the Bench, on Tuesday, 12th February, when The Right Hon. George Lansbury, M.P., will be one of the principal speakers.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 15th January (Chairman, Mr. B. W. Main), the subject for debate was: "That the case of *L'Estrange* v. *F. Graucob Ltd.* [1934] 2 K.B. 394, was wrongly decided." Mr. J. A. Brightman opened in the affirmative; Mr. P. W. Iliff opened in the negative. Mr. K. M. Trenholme seconded in the affirmative; Mr. J. G. Clarfelt seconded in the negative. The following members also spoke: Messrs. G. M. Parbury, D. J. N. Anderson, E. H. Townsend, T. R. Ennion, W. M. Pleadwell, K. Wyndham-Kaye, J. Roberts, P. H. North Lewis and D. B. Verne. The opener having replied and the chairman having summed up, the motion was lost by four votes. There were eighteen members and one visitor present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. Ernest Russell Gurney be appointed Recorder of Rotherham, to succeed Mr. G. H. B. Streatfeild, who has been appointed Recorder of Huddersfield. Mr. Gurney, who was appointed Recorder of Pontefract last year, was called to the Bar by Gray's Inn in 1907.

Mr. A. C. D. Ensor, Prosecuting Solicitor of the City of Newcastle-on-Tyne, has been appointed Junior Solicitor in the office of the Legal Adviser at New Scotland Yard, and will act as instructor in law at the Metropolitan Police College. Mr. Ensor was admitted a solicitor in 1928.

Mr. Arthur Bond, Deputy Town Clerk, Macclesfield, has been appointed Deputy Town Clerk at Luton. Mr. Bond was admitted a solicitor in 1929.

Sir Henry Curtis Bennett, K.C., has been elected Master of the Worshipful Company of Gold and Silver Wyre Drawers.

Sir William Graham-Harrison, K.C., has accepted the Bishop of Truro's offer of appointment to the Chancellorship of Truro Diocese in succession to Sir Philip Baker Wilbraham, who has resigned on his appointment as Dean of the Arches.

Mr. D. J. Parry, solicitor to the Glamorgan County Council, has been appointed Deputy Clerk. Mr. Parry was admitted a solicitor in 1921.

Professional Announcements.

(2s. per line.)

Messrs. Windybank, Samuell & Lawrence, of 28-29, St. Swithin's-lane, E.C.4, announce that William Scott Clark has become a partner in the firm as from 10th January, 1935. The name of the firm will remain unchanged.

Mr. W. J. Perkins, solicitor, of Guildford, announces that he has taken into partnership Mr. Douglas Hazard Harris, who has been with him for some time, and that the business will henceforth be carried on at the above address under the style of Messrs. Perkins & Harris.

Wills and Bequests.

Mr. Charles Augustus Kirby, solicitor, of Leamington Spa, and of Coventry, left £10,080, with net personalty nil.

Mr. Edward Henry Higgins, solicitor, of West Kirby, left £23,287, with net personalty £20,666.

BOROUGH OF STAMFORD.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held on Wednesday, 30th January, at the Town Hall, at 11.30 o'clock in the forenoon.

RECORDS OF "JANGLE-JINGLES."

In January, 1931, we published a review of three little books called "Jangle-Jingles" (London: The Solicitors' Law Stationery Society, Ltd. 15s. 6d.), consisting of lyrics written and composed during his leisure by a solicitor, Mr. Frank White, of Great Portland-street. Gramophone records of a number of the songs have now been made by the Columbia Gramophone Company, Limited, and we have had the opportunity of hearing some of them. We liked especially "The Song o' the Drum," sung by Mr. Kenneth Ellis, "The Stoker," sung by Mr. Bertram Ayrton, and "Salvation Jack," rendered by Mr. White himself. An intermezzo, "Re-union," the sweet sadness of which was mentioned in our review, is beautifully played by the concert orchestra conducted by Mr. Richard Bell. The praise which is due to Mr. White for having made such good use of his leisure is increased when we realise that he has never learnt music and only composes by ear. The words of his songs were, he tells us, suggested by the music and not the music by the words, which is, we believe, more usual.

UNLICENSED SOLICITOR.

Work in "Expectation of a Fee."

In Dundee Sheriff Court James McLeay, Maderia, Earnest-street, Arbroath, pleaded guilty to a charge that, not being a member of the Faculty of Advocates, a duly certified solicitor, or a notary public, he did, in expectation of a fee, prepare a disposition relating to heritable property, viz., the house at 13, Montrose-road, Arbroath, contrary to the Solicitors (Scotland) Act, 1933, s. 39.

Mr. J. R. Strachan, solicitor, stated on accused's behalf that he was assistant to a partner of a firm in Arbroath, and was allowed to augment his emoluments by anything he could do on his own. He was a qualified solicitor, but had not taken out his certificate, because he had never found it necessary in the course of his business to do so. He did not do the court work of the firm, but only purely personal work for the senior partner.

Previous to the passing of the Act of 1933, as he (Mr. Strachan) understood the law, any qualified solicitor could do anything that he could, but the snag was struck when he rendered his account. Unless he had his certificate he was not entitled to charge the fees. If that had still been the law there would have been no offence here, but his lordship would see that the section under which the charge was brought stated "in expectation of a fee," and that was the position as far as Mr. McLeay was concerned. He had got nothing and was not likely to get anything now.

Mr. Donald J. Hendry, Procurator-Fiscal, said this case was brought to his knowledge not by the police, but simply by a report sent in, and he had to take action. There was not much in the case further than that accused should have taken out his licence.

Sheriff Malcolm said he hoped the bringing of the case would in itself be sufficient to direct attention to the existence of the section. In that hope he found it unnecessary to do more than to dismiss with an admonition.

A UNIVERSAL APPEAL

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

WINTER ASSIZES.

The following days and places have been fixed for holding the Winter Assizes, 1935 :—

OXFORD CIRCUIT.—Mr. Justice AVORY, Mr. Justice HAWKE.—Saturday, 12th January, at Reading ; Thursday, 17th January, at Oxford ; Tuesday 22nd January, at Worcester ; Saturday, 26th January, at Gloucester ; Saturday, 2nd February, at Monmouth ; Saturday, 9th February, at Hereford ; Wednesday, 13th February, at Shrewsbury ; Tuesday, 19th February, at Stafford.

NORTH EASTERN CIRCUIT.—Mr. Justice GODDARD, Mr. Justice ATKINSON.—Wednesday, 13th February, at Newcastle ; Wednesday, 27th February, at Durham ; Thursday, 7th March, at York ; Wednesday, 13th March, at Leeds.

SOUTH EASTERN CIRCUIT.—Mr. Commissioner HILBERY, K.C.—Saturday, 12th January, at Huntingdon ; Tuesday, 15th January, at Cambridge ; Monday, 21st January, at Ipswich ; Saturday, 26th January, at Norwich ; Saturday, 2nd February, at Chelmsford. THE LORD CHIEF JUSTICE.—Tuesday, 12th February, at Hertford ; Saturday, 16th February, at Maidstone ; Tuesday, 26th February, at Kingston ; Tuesday, 5th March, at Lewes.

SOUTH WALES CIRCUIT.—Mr. Justice CHARLES.—Wednesday, 16th January, at Haverfordwest ; Saturday, 19th January, at Lampeter ; Wednesday, 23rd January, at Carmarthen ; Wednesday, 30th January, at Brecon ; Saturday, 2nd February, at Presteign ; Monday, 18th February, at Cardiff.

WESTERN CIRCUIT.—Mr. Justice FINLAY.—Friday, 11th January, at Devizes ; Tuesday, 15th January, at Dorchester ; Monday, 21st January, at Taunton ; Saturday, 26th January, at Bodmin. Mr. Justice SWIFT, Mr. Justice FINLAY.—Friday, 1st February, at Exeter ; Saturday, 9th February, at Bristol ; Monday, 18th February, at Winchester.

NORTHERN CIRCUIT.—Mr. Justice SINGLETON, Mr. Justice PORTER.—Tuesday, 15th January, at Appleby ; Thursday, 17th January, at Carlisle ; Tuesday, 22nd January, at Lancaster ; Monday, 28th January, at Liverpool ; Monday, 25th February, at Manchester.

NORTH WALES AND CHESTER CIRCUIT.—Mr. Justice LAWRENCE.—Monday, 14th January, at Welshpool ; Thursday, 17th January, at Dolgelly ; Monday, 21st January, at Caernarvon ; Saturday, 26th January, at Beaumaris ; Wednesday, 30th January, at Ruthin ; Monday, 4th February, at Mold ; Saturday, 9th February, at Chester.

MIDLAND CIRCUIT.—Mr. Justice HUMPHREYS.—Saturday, 12th January, Aylesbury ; Thursday, 17th January, at Bedford ; Wednesday, 23rd January, at Northampton ; Wednesday, 30th January, at Leicester ; Friday, 8th February, at Oakham ; Saturday, 9th February, at Lincoln ; Wednesday, 20th February, at Nottingham ; Saturday, 2nd March, at Derby. Mr. Justice HORRIDGE.—Monday, 11th March, at Warwick. Mr. Justice AVORY, Mr. Justice HORRIDGE.—Saturday, 16th March, at Birmingham.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Jan. 21	Ritchie	Hicks Beach	More	*Andrews
,, 22	Blaker	Andrews	Ritchie	*More
,, 23	More	Jones	Andrews	*Ritchie
,, 24	Hicks Beach	Ritchie	More	Andrews
,, 25	Andrews	Blaker	Ritchie	*More
,, 26	Jones	More	Andrews	Ritchie

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part. II.	GROUP II. MR. JUSTICE CLAUSON. Witness. Part. II.	MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Jan. 21	*Ritchie	Hicks Beach	*Blaker	Jones
,, 22	Andrews	*Blaker	*Jones	Hicks Beach
,, 23	*More	Jones	*Hicks Beach	Blaker
,, 24	Ritchie	*Hicks Beach	*Blaker	Jones
,, 25	*Andrews	Blaker	Jones	Hicks Beach
,, 26	More	Jones	Hicks Beach	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 24th January, 1935.

	Div. Months.	Middle Price 16 Jan. 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	117¾	3 7 11	2 17 11
Consols 2½%	JAJO	93	2 13 9	—
War Loan 3½% 1952 or after	JD	109⅛	3 4 2	2 16 10
Funding 4% Loan 1960-90	MN	121	3 6 1	2 16 4
Funding 3% Loan 1959-69	AO	105½	2 16 10	2 13 10
Victory 4% Loan Av. life 29 years	MS	118¾	3 7 4	3 0 4
Conversion 5% Loan 1944-64	MN	124	4 0 8	2 0 7
Conversion 4½% Loan 1940-44	JJ	113½	3 19 4	2 1 6
Conversion 3½% Loan 1961 or after	AO	112	3 2 6	2 16 10
Conversion 3% Loan 1948-53	MS	107	2 16 1	2 7 3
Conversion 2½% Loan 1944-49	AO	103	2 8 7	2 2 6
Local Loans 3% Stock 1912 or after	JAJO	97¼	3 1 9	—
Bank Stock	AO	379½	3 3 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	95	2 17 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	99½	3 0 4	—
India 4½% 1950-55	MN	115½	3 17 11	3 3 8
India 3½% 1931 or after	JAJO	100	3 10 0	—
India 3% 1948 or after	JAJO	95	3 3 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	123xd	3 13 2	3 4 3
Sudan 4% 1974 Red. in part after 1950	MN	117	3 8 5	2 13 6
Tanganyika 4% Guaranteed 1951-71	FA	116xd	3 9 0	2 15 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	113	3 19 8	2 9 3
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	105·	3 11 5	3 6 1
Canada 4% 1953-58	MS	114	3 10 2	3 0 6
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
Nigeria 4% 1963	AO	115	3 9 7	3 4 0
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 7
South Africa 3½% 1953-73	JD	109	3 4 3	2 17 0
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 15 3
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 8
*Hull 3½% 1925-55	FA	100xd	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	98	3 1 3	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	92	2 14 4	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	98	3 1 3	—
Manchester 3% 1941 or after	FA	97xd	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
* Do. do. 3% "B" 1934-2003	MS	100½	2 19 8	—
Do. do. 3% "E" 1953-73	JJ	103.	2 18 3	2 15 8
Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 18 4
† Do. do. 4½% 1950-70	MN	117	3 16 11	3 2 8
Nottingham 3% Irredeemable	MN	99	3 0 7	—
Sheffield Corp. 3½% 1968	JJ	107	3 5 5	3 3 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	116½	3 8 8	—
Gt. Western Rly. 4½% Debenture	JJ	128½	3 10 0	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	133½	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133	3 15 2	—
Gt. Western Rly. 5% Preference	MA	118½	4 4 5	—
Southern Rly. 4% Debenture	JJ	115½	3 9 3	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113	3 10 10	3 5 5
Southern Rly. 5% Guaranteed	MA	132½	3 15 6	—
Southern Rly. 5% Preference	MA	119	4 4 0	—

*Not available to Trustees over par. † Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date ; in the case of other Stocks, as at the latest date.

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Printed in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, 19th January, 1935.